

complaint

Mr G complains about the service he received from British Gas Insurance Limited when he made a claim under his home emergency policy.

As the complaint concerns a claim under the policy I'm making this decision against British Gas Insurance Limited, which is the insurer, rather than its agent British Gas Services Limited. My references to 'British Gas' in this decision include its agent.

background

In March 2016 Mr G called out British Gas as his boiler sounded as if it was always on. British Gas came out several times over a three-week period, as Mr G reported an intermittent noise. Unfortunately his water cylinder burst and caused damage in his home.

Based on Mr G's description of the visits and British Gas' work sheets the repairs were as follows:

- 5 March – the engineer replaced a 'zone valve head'.
- 7 March – the engineer restores the 'bubble' in Mr G's unvented water cylinder, following Mr G's report of noise coming from the boiler. No other fault was found.
- 11 March and 12 March – missed appointments
- 13 March – the engineer heard the noise. He changed the central heating 'actuator' (which controls the flow of water in the central heating system). The engineer ran the system to temperature to check it.
- 19 March – the engineer can't hear the noise Mr G has reported and can't find a fault.
- 20 March – the hot water tank leaked water through the night damaging the ceiling, dining table and video camera on the table.
- 21 March – the engineer comes out to investigate the leak Mr G reported in the night, and identified a catastrophic failure of the water tank (cylinder) which had burst. The engineer drained the burst cylinder and ordered a new one.
- 23 March – the engineer came to replace and re-pipe the cylinder, and was at the property all day. He arranged to come back the following day, to complete the job.
- 24 March – Mr G found another leak under the tank, overnight. The engineer who returned to complete the job accessed the leaks by making two 'hatches' in the ceiling. He repaired the leaks, but left the holes in the ceiling. The tank was installed but Mr G then reported the same issue with noise from the boiler.
- 25 March – the engineer came out again, after Mr G had no heat the night before. Mr G had recorded the noise he'd heard. The engineer replaced the pump which had seized.

Mr G complained to British Gas during and after its engineers' visits. He said it didn't properly investigate the noise and locate the fault. For one visit he says the engineer didn't come at the planned time, and on another occasion didn't turn up at all. He thought the work

British Gas had done could have caused the water leak. British Gas left two holes in his ceiling which it didn't repair, over the Easter weekend when he had family visiting. It didn't offer to repair the damage so he called out his own painter and decorator to do a temporary repair. This cost him £150.

Mr G's dining table was also damaged by the substantial water leak, as was his video camera which was on the table. His home insurers replaced the table and camera. But Mr G had to pay a £350 excess and his premiums went up by around £10 a month.

British Gas said it was difficult to find an intermittent noise which didn't occur during the engineers' visits. It followed a process of elimination, by replacing parts which could have caused the noise. It didn't accept the work it had done on Mr G's water cylinder could have caused the leak. It said it had discussed with Mr G's wife that Mr and Mrs G's home insurers would cover the damage to the wet ceiling. It wasn't its responsibility to repair the damage. Mr G came to us.

Our adjudicator thought British Gas hadn't shown it didn't cause the leak. He thought a fair outcome would be for British Gas to refund to Mr G the £350 excess he'd paid and £150 to repair the ceiling. He didn't think it was responsible for Mr G's increased home insurance premiums, as Mr G had had the benefit of the claim under his policy.

British Gas didn't agree it was responsible for the leak, so it wouldn't agree to compensate Mr G.

my provisional decision

I made a provisional decision upholding the complaint in part but for different reasons from the adjudicator. This is what I said:

"I think there were some shortcomings in British Gas' service to Mr G. I think it should pay him some compensation but not the same amount as the adjudicator recommended. I'll explain why.

Mr G called British Gas out as his boiler sounded as though it was constantly on. Except for two visits which I'll come to later, I think its engineers came out reasonably promptly each time. I've seen the work sheets which say that British Gas completed several repairs to try to fix the problem:

Mr G has made two main points about the work completed by British Gas. First, he doesn't accept it properly investigated the problem he'd reported in the first place. Second, he's spoken to mechanical engineers at his workplace and they've said the noise and vibration could've caused the leak to the hot water cylinder.

British Gas says that where there's an intermittent fault it's difficult to diagnose the problem. So its engineers work on a process of elimination. In this case they replaced the parts that could have been causing the noise. And it also says that the work the engineers did to restore the bubble, and/or the noise and vibration couldn't have caused the leak to the cylinder. It's described the process of replacing the 'bubble' in the cylinder.

I've carefully considered all the evidence. I can see Mr G's point, not least given the timing of the burst tank. And it was clearly inconvenient for Mr G that the problem wasn't diagnosed

straight away. But I accept British Gas said its engineers tried to locate the problem by replacing various parts.

Mr G's engineer colleagues have said vibration and noise could have caused the leak. But as I understand it those engineers hadn't inspected the system, or reported on it. The adjudicator recommended British Gas pay Mr G compensation on the basis it can't show it didn't cause the leak. But for me to make that finding I'd need to see evidence, on balance, that it was responsible for the leak.

I currently don't think there's any evidence, on balance, that British Gas *did* cause the cylinder to burst or that it caused the water leaks. So I don't think I can fairly make it pay Mr G's policy excess or increased home insurance premium.

But I see that British Gas' policy does cover up to £1,000 for 'making good' where it's had to cut holes to access a problem with the central heating system. Mr G could have included a claim to his house insurer for the cost of repairing the damaged ceiling (as well as for the dining table and video camera). But the point he made to British Gas at the time was that his ceiling was left in a condition where he couldn't entertain family as planned over the Easter weekend. The photos show BG made two large hatches in the ceiling exposing the pipes above. So he needed to have it repaired. I'm not convinced British Gas took this part of his complaint seriously enough.

Mr G says he paid £150 to a painter and decorator to repair his ceiling. British Gas hasn't disputed that he paid that amount, as set out in his complaint form. I think it's fair for British Gas to pay that amount, together with interest.

Turning to the missed appointments I'm satisfied, on balance, that British Gas did arrive before the time they'd arranged on 11 March. Mr G says, and I accept, he'd asked it to come after 4.15pm, and the engineer came at 4.10pm. He's explained how he and his wife had to swap shifts to be in at the correct time, and I see no reason to doubt him. There's also a note on British Gas' records that the job had been booked against the wrong profile that day.

The following day, 12 March, British Gas accepts it didn't come out at all, as arranged. It paid him £30 for this. But given this was the second missed appointment in two days I don't think this was enough. And I think Mr G was inconvenienced by the way British Gas left his property. I think it should pay him a further £120 (in addition to the £30) for inconvenience."

responses to my provisional decision

British Gas didn't accept my provisional decision. It said it wouldn't have been able to guarantee an appointment after 4.15pm. It would have arranged this on a 'best endeavours' basis only, so it wouldn't class arriving earlier as a missed appointment. It thought £30 was reasonable for the other missed appointment.

British Gas said it would usually pay to make good the damage to the ceiling (excluding decoration). But in this case the ceiling was already damaged, and would have been repaired under the house insurance. It shouldn't have to pay for the repair as the ceiling was damaged by the leak.

Mr G didn't accept my provisional decision either, and was very disappointed with my findings. He said he'd unofficially been told that if British Gas can't fix a fault after three visits the engineers should escalate to an area manager. It didn't do this, and instead allowed the

fault and vibration to continue which caused the catastrophic failure of the water tank. British Gas can't show it followed its own procedures.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I intend to uphold this complaint in part for the same reasons as set out in my provisional decision and the reasons I'll give here.

I do see Mr G's point about the repeated visits. But British Gas has shown it took action to identify the fault, and that it replaced parts which could have been causing the problem. I've not seen any evidence to show it was the vibration that caused the water tank to fail.

I think Mr G understood from British Gas that its engineers would come at or after 4.15pm. And I think arriving early for this appointment and missing the one the following day was most inconvenient and frustrating. I'm still of the view that £150 in total is fair compensation for this.

I think it was reasonable for Mr G to expect British Gas to make good the work it had done, given the large and unsightly holes it left in the ceiling ahead of the Easter weekend. He'd made his concerns about this very clear. So I think it's fair for British Gas to pay for the cost of repairs in this case.

my final decision

I uphold this complaint in part, and order British Gas Insurance Limited to pay Mr G:

- £150 for the decorator who made good Mr G's ceiling, together with interest at 8% per year simple from the date Mr G paid the decorator to the date of settlement*; and
- £120 (in addition to the £30 it has already paid) for the inconvenience of the two missed appointments.

British Gas must pay the total compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the £120 compensation in the second bullet point above from the date of my final decision until the date of payment at 8% per year simple*.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 21 November 2016.

Amanda Maycock
ombudsman

*If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.